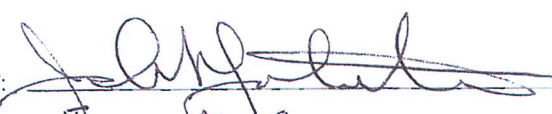
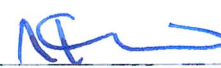


AGENCY FOR INTERNATIONAL DEVELOPMENT

1. Country of Performance: <u>Afghanistan</u>		Adv. & Asst. Services Yes [] No [X]
2. Contract (Incorporating FAR and AIDAR Clauses):		
Contract No: <u>AID-306-T-00-11-00508</u>		Order No: <u>AID-306-TO-12-003</u>
NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED, AND EXECUTIVE ORDER 11223		
3. CONTRACTOR (Name and Address): <u>Perini Management Services Inc.</u> <u>73 Mt. Wayte Avenue</u> <u>Framingham, MA 01701-9106</u> TIN: <u>04-2585210</u> DUNS: <u>130854128</u>		4a ISSUING OFFICE: <u>Office of Acquisition & Assistance</u> <u>USAID Afghanistan</u> <u>Great Massoud Road</u> <u>Kabul, Afghanistan</u> 4b ADMINISTRATION OFFICE: <u>Office of Acquisition & Assistance</u> <u>USAID Afghanistan</u> <u>Great Massoud Road</u> <u>Kabul, Afghanistan</u>
5. TECHNICAL OFFICE: <u>Office of Infrastructure, Engineering</u> <u>& Energy (OIEE)</u> <u>USAID Afghanistan</u> <u>Great Massoud Road</u> <u>USAID Afghanistan</u>		6. PAYING OFFICE. SUBMIT INVOICE TO: <u>Office of Financial Management (OFM)</u> <u>USAID Afghanistan</u> <u>Great Massoud Road</u> <u>Kabul Afghanistan</u> <u>Email: KabulAIDroversers@usaid.gov</u>
7. EFFECTIVE DATE: <u>May 1, 2012</u>		8. ESTIMATED COMPLETION DATE: <u>November 30, 2012</u>
9. ACCOUNTING AND APPROPRIATION DATA: <u>See Section G.5</u>		
10. The United States of America, represented by the Contracting Officer signing this Order, and the Contractor agree that: (a) this Order is issued pursuant to the Contract specified in Block 2 above and (b) the entire Contract between the parties hereto consists of this Order and the Contract specified in Block 2 above.		
11a. NAME OF CONTRACTOR: BY:  NAME: <u>JOHN M. GERSTENLAUER</u> TITLE: <u>SR VICE PRESIDENT, OPERATIONS</u> DATE: <u>8 MAY 2012</u>		11b UNITED STATES OF AMERICA Agency for International Development BY:  NAME: <u>Bruce McFarland</u> TITLE: <u>Contracting Officer</u> DATE: <u>9 May 12</u>

**UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT**

1. Country of Performance: Afghanistan	Adv. & Asst. Services Yes [] No [X]
2. Contract (Incorporating FAR and AIDAR Clauses): <div style="display: flex; justify-content: space-between;"> Contract No: AID-306-I-00-11-00508 Order No: AID-306-TO-12-00003 </div>	
NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED, AND EXECUTIVE ORDER 11223	
3. CONTRACTOR (Name and Address): <div style="padding-left: 20px;"> Perini Management Services Inc. 73 Mt. Wayte Avenue Framingham, MA 01701-9106 </div> TIN: 04-2585210 DUNS: 130854128	<div style="padding-left: 5px;"> 4a. ISSUING OFFICE: Office of Acquisition & Assistance USAID Afghanistan Great Massoud Road Kabul, Afghanistan </div> <div style="padding-left: 5px;"> 4b. ADMINISTRATION OFFICE: Office of Acquisition & Assistance USAID Afghanistan Great Massoud Road Kabul, Afghanistan </div>
5. TECHNICAL OFFICE: Office of Infrastructure, Engineering & Energy (OIEE) USAID Afghanistan Great Massoud Road USAID Afghanistan	6. PAYING OFFICE. SUBMIT INVOICE TO: Office of Financial Management (OFM) USAID Afghanistan Great Massoud Road Kabul Afghanistan Email: KabulAIDevouchers@usaid.gov
7. EFFECTIVE DATE: May 1, 2012	8. ESTIMATED COMPLETION DATE: November 30, 2012
9. ACCOUNTING AND APPROPRIATION DATA: See Section G.5	
10. The United States of America, represented by the Contracting Officer signing this Order, and the Contractor agree that: (a) this Order is issued pursuant to the Contract specified in Block 2 above and (b) the entire Contract between the parties hereto consists of this Order and the Contract specified in Block 2 above.	
11a. NAME OF CONTRACTOR: BY: _____ NAME: TITLE: DATE:	11b. UNITED STATES OF AMERICA Agency for International Development BY: _____ NAME: Bruce McFarland TITLE: Contracting Officer DATE:

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SERVICES

The Contractor shall provide and perform the construction of the site utilities and site improvements on the Sardar Kabuli Girls High School necessary to accomplish the work described in Section C of the solicitation.

B.2 FIRM FIXED PRICE

This is a Firm Fixed-Price Task Order in the amount of [REDACTED] The deliverables described in Section B and C must be submitted for this price with no price adjustments.

B.3 METHOD OF PAYMENT AND SCHEDULE OF VALUES

Payment shall be made for work in progress related to a schedule of values and based on milestone achievements.

B.4 SCHEDULE OF PAYMENT AND MILESTONE ACHIEVEMENT

1) For the satisfactory completion and acceptance of all work and services, including the submission of required reports/deliverables described herein, USAID shall pay the Contractor a fixed price in dollars. The schedule of payments shall be based on the milestones achieved as follows:

- a) Upon submission to and acceptance by USAID Contracting Officer's Technical Representative (COR) of all Mobilization Works, Site Clearing and Site Preparation And the submission of all required reports described in Section C.5 required within 10 days from Notice to Proceed (NTP) and as further described in Section C, USAID shall pay the amount of ----- \$ [REDACTED]
- b) Upon submission to and acceptance by USAID COR of all Site Drainage Works required as described in Section C, USAID shall pay the amount of ----- \$ [REDACTED]
- c) Upon submission to and acceptance by USAID COR of all Concrete Works required as described in Section C, USAID shall pay the amount of ----- \$ [REDACTED]
- d) Upon submission to and acceptance by USAID COR of all Sanitary Treatment Systems and Drain Piping (including all plumbing works – water well and water storage tank) required as described in Section C, USAID shall pay the amount of ----- \$ [REDACTED]

e) Upon submission to and acceptance by USAID COR of all Electrical Works required as described in Section C, USAID shall pay the amount of -----	\$	██████████
f) Upon submission to and acceptance by USAID COR of all Fencing Works, Gates, Pavement Marking, Bicycle Racks and Commemorative Plaques required as Described in Section C, USAID shall pay the amount of -----	\$	██████████
g) Upon submission to and acceptance by USAID COR of all Site Clean-Up and Demobilization Works required as described in Section C, USAID shall pay the amount of -----	\$	██████████
h) Upon submission to and acceptance by USAID COR of all required Landscaping Activities required as described in Section C, USAID shall pay the amount of -----	\$	██████████
TOTAL	\$	██████████

Note: The illustrative breakdown of the milestones listed from (a) to (h) are detailed as an Attachment on Section J.4, Bill of Quantities.

- 2) The Contractor shall submit an original invoice, SF 1034 "Public Voucher for Purchases" (Attachment J.2) and other supporting documents to the Office of Financial Management, USAID/Afghanistan when requesting for payment. USAID will process payment within 14 days upon receipt of the SF 1034 and other supporting documents specified above.
- 3) USAID hereby obligates the amount of ██████████ for the performance and completion of the required services as described in the Scope of Work in Section C. The Contractor shall not exceed the amount unless authorized by the Contracting Officer pursuant to the applicable clauses on this contract.

B.5 PERIOD OF SERVICES AND COMPLETION OF WORK

The effective date of this Task Order is upon the issuance of USAID with a Notice to Proceed letter.

Substantially complete means the site utilities are functional and there are no life safety issues and any work to rectify punch list items will not duly hinder normal school functions. Project shall be substantially complete in six (6) months from the issuance of the Notice to Proceed.

The final completion date is six (6) months from the issuance of the Notice to Proceed. The final completion date means all construction works are completed and punch list items, if any, have been rectified.

{END OF SECTION B}

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Sadar Kabuli Girls High School Civil and Site Improvements Contract

C.1 INTRODUCTION

The construction of new schools and classrooms in Kabul is recognized as a priority for the Government of Afghanistan. The objective of this project is to "provide as many students as possible with a safe environment conducive to their learning needs within the identified budget." Implicit in that statement is the requirement for the shortest possible timeframe for implementation to reduce cost and enable the construction of more classrooms. The Sardar Girls High School is part of the Kabul Schools program implemented by United Nations Office of Project Services (UNOPS) and the building has been completed. The activity is designed to support the Ministry of Education and to reduce the existing overcrowding and sub-standard conditions by providing 53 new classrooms in a three story complex that is connected to the existing classroom building.

Sardar Kabuli Girls High School is located in the western location within the Kabul City Limits. The subject property is owned by the Ministry of Education. Approximate GPS Coordinates are 34.484305° 69.137316°.

C.2 SCOPE OF WORK

The Contractor shall provide USAID the construction of the site utilities and other site improvements and shall coordinate the site utilities construction with the building construction work at the Sardar Kabuli Girls High School. USAID will provide the Contractor 100% design and specifications of the site utilities and site improvements. Construction shall be completed within six months of task order award. The Contractor shall provide innovative and cost effective solutions to achieve USAID's objectives. USAID, through a third party consultant, will provide Quality Assurance (QA) monitoring of the construction and will perform any other activities related to the design, construction and coordination of the project.

A. DETAILED CONSTRUCTION WORKS

The Scope of Work generally includes, but is not limited to the following: provide and install on-site septic system and leach field and piping system, potable water well, pump, piping system and water storage, parking lot, fencing and gates, roadways, storm water collection piping and ponds, electrical service and power distribution, underground utility services for data and telephone and other related civil works, including final grading, landscaping and final architectural finishes on all improvements under this SOW.

Also included in the SOW is the protection of adjacent property, any temporary facilities necessary to complete the construction, including fencing, security services, guard posts, lighting, construction access roads, storage facilities, offices and toilet facilities, water services, electrical power services, telephone and data services.

The documents to fully support the Scope of Work are detailed in Section J.5, Design Drawings and Specifications and J.4, Bill of Quantities, as attached.

B. PROTECTION FOR SCHOOL OCCUPANTS AND VISITORS DURING CONSTRUCTION

The construction site is an operating school facility and all necessary measures must be taken by the Contractor to ensure the safety and protection of the school students, teachers and visitors at all times. Students at the school include elementary age children up to high school age. The Contractor must coordinate with the School Headmistress on all issues related to students, teacher and visitor access and protection. Access to the school building(s) from off-site must be maintained at all times for students, teachers and visitors during the duration of the project.

The Contractor shall submit a phasing plan. The phasing plan shall include a plan for the work to accommodate the access and site mobility needed during construction. Any changes in the site access routing or protection features shall be made only after proper coordination with the headmistress and with at least 72 hours notice to the School Head Mistress and to USAID. The drawings provide in Section J.3 indicates a suggested phasing plan for the work to accommodate the access and site mobility needed during construction. The Contractor may submit an alternative phasing plan to USAID COR for approval if desired. The phasing plan shall include the Contractor's proposed phased work, such as the early placement of sidewalks between the old school and new school north wing indicated on the Design Drawings, must include provision for other work that is logically related (e.g., roof drain pipes to the storm water basins, and the electrical conduit and handholds needed for the new electrical supply to the old school building must be installed prior to placing the sidewalk concrete in this area).

The school building exits labeled on drawings detailed in Section J.3, must be kept clear for emergency egress at all times during construction. If at times, the Contractor must block one of these exits temporarily, the Contractor must provide proper coordination with the school headmistress with at least 72 hours notice to USAID.

The Contractor shall provide temporary sanitary facilities (NIC) and shall be located on site as shown on the site plan as detailed on Section J.5.

C. COMMEMORATIVE PLAQUE

The Contractor shall furnish and install two white marble commemorative plaques; each approximately 500 mm by 600 mm and 18 mm thick, emblazoned with USA and Islamic Republic of Afghanistan flags, USAID standard graphic Identity, a short inscription in Dari and English, plus the date Utilities construction is completed according to USAID graphic standards (http://www.usaid.gov/branding/USAID_Graphic_Standards_Manual.pdf). The Contractor shall submit shop drawings for review and approval of USAID COR, prior to fabrication.

C.3 DETAILED WORK REQUIREMENTS

The Contractor shall provide all construction superintendence, labor, material, equipment, and all related civil works, whether of a temporary or permanent nature, necessary to execute and complete the task order work and comply with all task order requirements. The Contractor shall accomplish all construction activities, whether self performed or subcontracted, in accordance with the task order requirements and construction industry best practices. The Contractor shall efficiently and effectively manage and coordinate subcontractors (if any) and accomplish all construction in accordance with design documents and specifications. The Contractor shall provide all labor, material, equipment, services and supplies required for successful installation, testing, and activation and training of all designated facilities and site improvements and other equipment per the detailed drawings and specifications (Attachment J.5) and appropriate international best practices.

The Contractor shall provide all barriers, protection enclosures, site routing, safety features, oversight and management required to protect the existing school facility and its occupants and visitors at all times during the project. Unencumbered access to emergency fire exit corridors from each of the schools exits shall be maintained at all times during the construction project. The Contractor shall clearly identify and define the measures to be taken to accomplish this protection including but not limited to construction phasing, temporary construction and other efforts as required in a written plan to be submitted to USAID for review and approval.

C.4 DELIVERABLES

The deliverables required in this Task Order are detailed on Section F.4 of the Task Order.

C.5 SPECIAL CONSIDERATIONS

A. Schedule and Price Deviation

The Contractor's schedule shall identify the Work actually completed and reflect the progress ahead or behind the Task Order Milestone dates. The contractor shall provide information on the following:

- 1) Should the schedule or price of any of the activities, services or deliverables provided in this task order deviate from the contractual timeframes and/or prices, the Contractor shall immediately submit to the COR, with copy to the Contracting Officer, the price and/or schedule recovery plan. The cause of the delay(s), disruptions, or interruptions shall be identified in the narrative, and narrative shall provide an explanation of the Work affected and the proposed corrective action to meet the milestone dates involved or to mitigate potential delays or disruptions.
- 2) The Contractor shall identify activities that started, finished, or are in process, and the Contractor's forecast of early start and finish dates shall be shown.

- 3) No revision to the accepted Construction Schedule shall be made without prior written approval of the USAID Contracting Officer's Technical Representative and Contracting Officer. Requests by the Contractor for Construction Schedule revision shall be submitted in writing to USAID with justification and such supporting evidence, as USAID deems necessary to determine whether the Contractor is entitled to such revision under the provisions of the Task Order.

B. Post Award Meeting

Within 5 days after the award, USAID will conduct a Post Award Conference to discuss and develop a mutual understanding relative to the details of the administration and execution of this Task Order. Participants shall include the USAID CO, USAID COR and Quality Assurance team, the Contractor, and other representatives as may be deemed necessary.

C. Third Party Review

USAID may, at any time, hold a Third Party review of Contractor submittals.

D. Construction Meeting

A recurring meeting shall be held at the job sites or other location as determined by USAID. Typical timeframe will be weekly and attendance will always include USAID, government Quality Assurance representatives and the Contractor. Other personnel will be included as requested by USAID. The meeting will evaluate progress and identify actions/decisions required to execute the work according to scope, schedule, and budget.

E. Monthly Senior Management Meeting

A monthly senior management meeting will be held for purposes of providing a status report to key stakeholders at a location to be determined by USAID.

F. Source of Supply and Quality of Source Materials

The Contractor shall furnish only new materials for incorporation into the Work, except as specifically otherwise permitted in the Task Order. Materials shall be manufactured, handled, and used in a competent manner to ensure that completed Work complies with the terms of the Task Order. Materials to be used in the Work shall be subject to inspection and approval of USAID. The quality of all materials shall conform to that specified in the Task Order.

Manufacturers' test reports may supplement Contractor's inspections, sampling, testing, and certification provisions. Manufacturers' warranties, guarantees, instruction sheets, parts lists, and other material that are furnished with certain articles or materials incorporated into the Work shall be delivered to USAID prior to Project Acceptance.

Materials to be installed and incorporated into the Work shall be stored in such a manner as to ensure the preservation of their quality and fitness for the Work, and to facilitate inspection.

Storage shall comply with environmental requirements. On site storage shall be coordinated with school headmistress and USAID QA as required.

G. Safety Program and Safety Plan

The Contractor shall implement safety measures to accomplish the Work in the safest manner possible at the Site. Contractor's safety program shall define roles, responsibilities, programs, policies, and procedures to accomplish the goal of achieving superior safety performance during all phases of the Project.

The Contractor shall develop and implement a comprehensive and effective Safety Program to protect life, property and environment. Unless specifically stated otherwise in the contract, the Contractor Safety Program shall be a mandatory deliverable from the Contractor under this Task Order. The Contractor's Safety Program shall be submitted to the COR prior to the Contractor commencing field work. Unless specifically exempted in a task order or waived by the CO, the Safety Program shall conform to U.S. Army Corps of Engineers (USACE) Safety and Health Requirements Manual, EM 385-1-1 and US Occupational Safety and Health Administration (OSHA) standards for the site conditions experienced.

H. Security Plan

Security for the Contractor's personnel and offices is the responsibility of the Contractor. The Contractor shall assess the security situation in Kabul, Afghanistan, and institute appropriate security measures. The Contractor is responsible for establishing a security plan allowing completion of task order objectives in a conflict environment. During task order performance, if security factors are expected to disrupt implementation or to cause delay in attaining established targets, it is the Contractor's responsibility to immediately notify the COR.

The Contractor shall be responsible for providing all life-support and security services required for its personnel deployed to the project location except when it is expressly stated in the task order that such facilities and services are to be provided by other means. The Contractor's responsibilities shall include all life support, communications, and transportation of materials, personnel, and equipment to work sites unless otherwise specified in the task order. The Contractor may be required to provide similar services to USAID personnel when so specified in the task order. In addition, the Contractor shall be responsible for maintaining the security of its personnel, materials, and equipment.

The Contractor shall be prepared to take appropriate actions in order to provide for its own safety and security and that of its employees. The Contractor shall avail itself of authorized safety and security protections and services unless otherwise stated. The Contractor shall prepare a comprehensive safety and security plan pertaining to all aspects of its activities and the activities of its employees in the performance of all work related to this Task Order as well as the off-duty activities of its employees serving in Afghanistan or elsewhere within the region as it relates to performance of the work. The Contractor shall continuously monitor and update this comprehensive safety and security plan by means of qualified and competent staff of personnel. The Contractor shall work closely with and establish liaison and cooperate with all authorized and appropriate safety and security organizations and entities for the protection and

safety of its operations and employees. The Contractor shall provide all labor, facilities and measures required to protect the safety of the school students, teachers and visitors during the construction period.

I. Sub-Contracting Plan

If the Contractor needs to subcontract to accomplish construction of the project, the Contractor shall subcontract with private local subcontractors to the maximum extent possible. The Contractor shall identify qualified local subcontractors and maintain a list of said subcontractors during the contract implementation period. In determining the qualifications of the local subcontractors, consideration will be given to such factors as construction experience, prior work in the area, knowledge of customs and practices of the area, ability to provide equipment and skilled and unskilled labor, organization as a legal business entity in the geographical area of subcontract performance, etc. The Contractor shall regularly update the list and maintain performance data on all subcontractors who have accomplished work for the Contractor. To the maximum extent possible, competitive procurement, using procedures acceptable to USAID shall be used in selecting subcontractors. The preferred type of subcontract is firm-fixed-price for construction work. All subcontractors must possess all required certifications and licenses for the work being accomplished. Each Contractor task order proposal shall include a discussion of subcontractor selection criteria. The Contractor shall assure that its subcontractors have obtained all required local approvals, permits and registrations and have satisfied all applicable laws and USAID requirements in the performance of subcontracted work.

J. General Safe Work Practices

The Contractor shall establish standard operating procedures for the Project to guide employees in safe Work practices. All employees, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Workplace safety and health training practices shall include the following:

- 1) Explanation of Contractor's Accident Prevention Plan, Emergency Action Plan, and Fire Prevention Plan, and measures for reporting any unsafe conditions, Work practices, and injuries.
- 2) Use of appropriate clothing, including gloves, footwear, and personal protective equipment.
- 3) Information about chemical hazards to which employees could be exposed and other hazard communication program information.
- 4) Availability of dedicated toilet, hand-washing, and drinking water facilities.
- 5) Provisions for medical services and first aid, including emergency procedures.

In addition, Contractor shall provide specific instructions to each employee regarding hazards unique to his or her job assignment, to the extent that such information was not already covered in other training. Contractor shall establish written safe Work practices covering all

phases of the Work. Safety, Quality and all other project programs and requirements that are placed upon the Prime Contractor shall all be required of all subcontractors.

K. Quality Control / Quality Assurance

USAID strictly follows the three phase quality control system. As required in the Task Order, a Quality Control Plan (QCP) shall be prepared in accordance with those requirements. Unless otherwise stated, construction quality at sites will be ensured through an integrated system of Quality Control by the Contractor and Quality Assurance services provided by USAID. The Contractor will be responsible for constructing the work in accordance with approved plans and specifications and in compliance with applicable codes and regulations. The Contractor is responsible for establishing procedures, checks and controls during the construction process which will assure that construction quality (as required by task order documents) is maintained. The Contractor shall prepare and submit to the COR for approval a QCP that fully defines the Contractor's quality system, procedures, checks and balances. The QCP shall be a mandatory deliverable from the Contractor under this contract. Quality Assurance will be performed independently by a third party engineering firm hired by USAID and will serve to verify that the levels of workmanship and quality of materials stipulated in the contract specifications are met. The third party engineering firm will accomplish these tasks by assigning a Quality Assurance Engineer (QAE) to the project and working closely with the Contractor's Quality Control Manager on compliance. Notwithstanding Quality Assurance efforts of USAID, the Contractor remains fully responsible for the quality of work performed under this contract.

L. Project Acceptance

The Contractor shall perform all the Work necessary to complete the Works described in Section C, such as:

- 1) All materials, equipment, services and efforts necessary to achieve Project Completion, Project Acceptance and Final Acceptance on or before the applicable Completion Deadline shall be the Contractor's sole responsibility, except as otherwise specifically provided in the Task Order.

Notice and Inspection: The Contractor shall provide Notice to USAID when all of the following have occurred:

- a) Contractor has completed all Work required;
- b) Contractor has ensured that all such Work has been performed in accordance with the requirements of the Contract and the Statement of Objectives of the contract has been achieved;
- c) Contractor has furnished to USAID all the necessary reports, documentations shop drawings and design; and
- d) Contractor has furnished to USAID a certification from the USAID Quality Assurance Support, in form and substance satisfactory to USAID, certifying conformity of all the Works required in Section C.

- 2) USAID will then conduct such inspections, surveys and/or testing as it deems necessary. If such inspections, surveys and/or tests disclose that any of Work does not meet the requirements of the Task Order, USAID will promptly advise Contractor as to any errors in the Work necessary to be corrected as a condition to Project completion and as to any errors which may be corrected as Punch List items. Upon correction of the errors identified as a prerequisite to Project Completion, Contractor shall provide written notification to USAID, and USAID will conduct additional inspections, surveys and/or testing, as it deems desirable. This procedure shall be repeated until USAID finds that all prerequisites to Project Completion have been met.

Such notice shall be accompanied by a certification from Contractor's Construction Quality Assurance Support, in form and substance satisfactory to USAID, certifying conformity to the standards and specifications required in the Task Order.

- 3) Final Section Clean-Up: As a prerequisite to Project Acceptance, Contractor shall clean the entire Site. The Contractor shall remove and dispose of all debris, excess materials, temporary structures, and equipment, and leave all parts of the Project in a neat and presentable condition.
- 4) Conditions to Project Acceptance: Upon receipt of notification from Contractor that all conditions to Project Acceptance have been met, USAID will make final inspection and USAID will either issue a Certificate of Project Acceptance or notify Contractor regarding any Work remaining to be performed. Project Acceptance may be subject to concurrence by the Government of Islamic Republic of Afghanistan (GIROA). If USAID fails to issue a Certificate of Project Acceptance, Contractor shall promptly remedy the defective and/or uncompleted portions of the Work. Thereafter, Contractor shall give USAID a revised Certification of Project Completion with a new date based on when the defective and/or uncompleted portions of the Work were corrected. The foregoing procedure shall apply successively thereafter until USAID has given Contractor an executed Certificate of Project Acceptance.

M. No Relief from Liability

Project Acceptance will not prevent USAID from correcting any measurement, estimate, or certificate made before or after completion of the Work, nor shall it prevent USAID from recovering from Contractor, its Surety (ies), or other provider of performance security or any combination of the foregoing, overpayment sustained for failure of Contractor to fulfill the obligations under the Task Order. A waiver on the part of USAID of any breach by the Contractor of any part of the contract shall not be held to be a waiver of any other or subsequent breach. Project Acceptance shall not relieve Contractor from any of its continuing obligations hereunder, including Warranty obligations.

N. Final Acceptance

Final Acceptance shall be deemed to have occurred when Contractor has fully satisfied the Warranty obligation in accordance with the requirements of the Task Order.

O. Construction Warranty

The Contractor guarantees all the work to be performed and all the materials to be furnished under this Task Order against defects in materials and workmanship for a period of one (1) year from the date of Project Acceptance. The Contractor, shall, within a reasonable time but in no case longer than thirty (30) days after receipt of a written notice thereof, repair or replace any defects in materials or workmanship which may develop during the one (1) year period and any damages resulting from repairing or replacing of such defects at its own expense and without cost to USAID. In the event Contractor fails to remedy any such defect within a reasonable time, which in no case shall be longer than thirty (30) days after receipt of such written notice, the Government may proceed to have such defects remedied at contractor's expense; and Contractor shall pay the costs and charges accruing from such work and other damages.

The warranty period shall commence upon Project Acceptance by USAID. After Project Acceptance, subject to the requirements herein, Contractor may obtain a release of the Performance Bond or Bank Guarantee. Upon release of the Performance Bond or bank Guarantee, the Contractor shall furnish USAID a warranty bond or bank guarantee in the amount of 5% of the final construction cost to assure that guarantee work required during the designated defect liability period will be performed by the Contractor as specified.

P. Final Project Acceptance

The final project acceptance for the Work will occur upon the expiration of the one-year warranty period. The 5% warranty bond furnished by the Contractor shall be returned to the contractor on the date that the Completion Certificate will be issued.

Q. Construction Management

The Contractor shall ensure that the various stages of the construction process are completed in a timely and seamless fashion and shall be responsible for coordination and accomplishment of the overall project including the organizing, supervising, subcontracting, and purchasing of all materials and equipment necessary to complete the task order per approved construction document in accordance with applicable codes, rules and regulation. The Contractor shall assure that construction is completed in accordance with approved technical specifications and plans and in compliance with all Task Order documents.

R. Management and Supervisory Responsibilities

The Contractor shall provide direct management and supervision of the Contractor's personnel and subcontractors assigned to work on this Task Order regarding matters pertaining to specific work assignments. The quality of performance of the Contractor personnel and subcontractors is the direct responsibility of the Contractor. The USAID COR may, on a frequent basis, directly

coordinate with or provide technical guidance and direction or other types of information to the Contractor personnel and subcontractors concerning the technical or administrative aspects of work being performed. However, at all times the direct lines of communication for establishing work requirements and standards of quality shall come through the Contractor's management chain of supervision. As such, the Contractor shall establish a sufficient managerial and supervisory structure to ensure that work being performed by the Contractor personnel and subcontractors is in accordance with the scope of work and that the quality of work being performed by the Contractor's personnel and subcontractors is representative of the Contractor's best professional standards and is in accordance with applicable codes and regulations required under this Task Order.

S. Capacity Building

Local capacity building for construction contractors, institutions and individuals and local employment generation is an important objective of USAID. The Contractor shall aggressively promote local employment generation and implementation of capacity building that includes construction within the statement of work. This effort shall focus on the Contractor and its subcontractors hiring and training Afghanistan or region workers and mentoring Afghanistan or regional companies and individuals to develop to the point that they can undertake subcontract work or direct contracts. Given the fact that the Government of the Islamic Republic of Afghanistan (GIROA) and local government agencies must eventually be completely capable of maintaining physical installations in an acceptable operating condition and also be capable of assessing and specifying further needs, the Contractor shall provide various forms of training for local personnel. The Contractor shall prepare an operations and maintenance program (OMP) and include in the bid price the cost to train the Ministry of Education staff on the use, operation and maintenance of the new systems installed under this Task Order. In keeping with the principles of designing a program for Afghanistan, and where the Contractor determines that program content and efficiency of implementation will be beneficial, the Contractor is strongly encouraged to subcontract with Afghan firms and other Afghanistan entities in the implementation of the training.

T. Gender Issues

USAID anticipates that gender issues will exist on many projects therefore the Contractor shall address gender when planning and implementing projects. Contractor shall take steps to identify and then resolve or mitigate to the maximum extent possible contract gender-based constraints or issues (e.g., participation in decision-making, access to/quality of employment, education or health). This includes promoting gender equity and coordinating gender equity activities within the contract implementation activities.

U. Maintenance of Confidential and/or Proprietary Information

The Contractor shall at all times maintain the confidentiality of proprietary information pertaining to other construction Contractors, service providers or the Contractor firms with whom its employees come into contact during the course of the performance of work. The Contractor shall institute procedures acceptable to the COR and fully comply with all USAID's requirements in regards to maintaining the confidentiality of information and procurement

integrity. The Contractor shall maintain and preserve all records and information whether in electronic, audio, video or paper format that is directly or indirectly generated during performance of its work in regard to this Task Order in an orderly and readily accessible manner. All documents created as the result of operational activities in conjunction with work being performed as the direct or indirect result of scopes of work contained within the issued Task Order are to be considered as the property of the US Government in addition to being the work product of the Contractor.

V. Environmental Compliance

The Contractor is responsible for performing all work in such a manner as to minimize the pollution of air, water, or land and to control noise and dust in accordance with all applicable U.S., Afghan and/or region environmental laws, regulations and programs that relate to the performance of work awarded in individual task orders. Where there is a conflict between U.S., Afghan and/or region law, the requirements that are more protective of health and the natural environment shall be used. In no case will the requirements be less stringent than those required by U.S. law and/or regulation.

W. Codes and Standards

USAID is committed to the safety and quality of construction projects, particularly in relation to seismic activity. At a minimum, the Contractor shall comply with the higher-level quality standards specified in "International Building Code" (IBC) 2006. All codes shall be the version in effect on date of the Task Order award or as stated in the Task Order. Any conflict between standard manuals and specific instructions furnished or required by the Task Order shall be brought to the immediate attention of the Task Order COR for resolution. The instructions contained in the Task Order shall govern and the most stringent technical requirement shall apply.

{End of Section C}

SECTION D - PACKAGING AND MARKING

D.1. AIDAR 752.7009 MARKING (JAN 1993)

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the Cognizant Technical Officer indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

D.2 BRANDING

Marking under this contract shall comply with USAID's "Graphic Standard Manual" available at www.usaid.gov/branding or any successor branding policy.

{End of Section D}

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

Task order performance evaluation shall be performed in accordance with Vertical Structures IQC, Section E.2 .

{End of Section E}

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

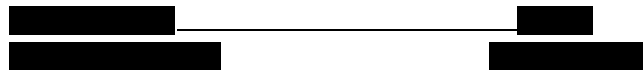
The period of performance is from May 1, 2012 to November 30, 2012.

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance of this contract is at the Sardar Kabuli Girls High School at Kabul, Afghanistan.

F.3 KEY PERSONNEL

The contractor shall provide the following key personnel for the performance of this contract:



The Contractor shall designate a Project Manager (PM) to provide overall substantive, administrative and logistical management. These management responsibilities will include, as appropriate, coordinating task orders with other USAID-supported programs and partners. The PM shall be solely responsible for the management of all sub contracts awarded under this contract.

The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID COR reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

F.4 DELIVERABLES AND DELIVERABLES SCHEDULE

The Contractor shall deliver the following detailed deliverables to the Contracting Officer's Technical Representative (COR):

1. Performance Bond acceptable to USAID equal to 15% of the Task Order price shall be delivered within **10 days after contract award** along with SF25, Performance Bond Form (See Section J.6). Notice to proceed will not be issued until the Contractor provides sufficient bonds or guarantees to cover the work being performed;
2. Construction Schedule (including critical path activities plan – the PERT Chart format is the preferred method): This will be reviewed and approved by the COR. A finalized Construction Schedule shall be provided no later than **10 days after award**. The schedule shall also reflect detailed information for mobilization of staff for

implementation of this SOW. The Contractor shall complete this construction by November 30, 2012.

3. Phasing Plan: **No later than ten (10) calendar days of award**, the Contractor shall provide a written phasing plan to USAID addressing the measures to be taken to achieve the protection of school occupants and visitors during the construction (including fire exiting) as well as maintaining access to the facility from off-site and to the temporary sanitary facilities.
4. Performance Monitoring Plan (PMP): **No later than 10 days after award**, the Contractor shall submit a comprehensive Performance Monitoring Plan (PMP) including proposed indicators and targets for this Task Order.

The Contractor shall develop a Performance Monitoring Plan (PMP) for USAID's review and approval to assess the monthly progress of the construction against the proposed milestones. This monitoring plan will lay out indicators that the Contractor will identify and measure throughout the construction, along with targets and trend lines showing progress over time.

5. Bi-Monthly Status Reports: These reports shall be submitted to the COR **within five business days after the midpoint and end of each month**. These reports are to be a concise status report that summarize results and progress, and identify construction problems, according to an agreed upon format that can easily be updated.
6. Substantial Completion Report: The Substantial Completion Report, including punch list, shall be submitted to USAID on November 30, 2012.
7. Final Report: The Final Report shall be submitted to USAID **no later than 30 days after acceptance of the Substantial Completion Report** by USAID. The Final Report shall incorporate all comments from USAID on the Substantial Completion Report and Punch List. The report shall also include the following:
 - 1) Activities undertaken to achieve the Task Order objectives;
 - 2) Results achieved as applied to the Statement of Work of this Task Order;
 - 3) Total Price of efforts; and
 - 4) Problems encountered and solutions undertaken.
8. Final Warranty Completion: Final Warranty Completion Certification shall be submitted to USAID **365 days after Final Report acceptance**.
9. Security Plan: Security Plan for the project activities shall include security posture, relationships with Afghanistan National and Coalition Forces, site security drawings, and other pertinent security aspects **within 10 calendar days from the award**.
10. Quality Control Plan (QCP) shall be provided within **10 calendar days from award**. The Contractor shall keep a log of submittals and tests for COR review /

monitoring as part of the QCP and provide "Chain of Custody" verification for testing samples.

11. Contractor's Construction Manual and Contractor's Risk Management Program shall be provided **10 calendar days from award**.
12. Operation & Maintenance Manuals and Ministry Training Program - The contractor shall prepare an O&M plan and conduct training for ministry maintenance staff for all components and equipment upon substantial completion.
13. After Project Acceptance, subject to the requirements herein, Contractor may obtain a release of the Performance Bond or Bank Guarantee. Upon release of the Performance Bond or Bank Guarantee, the Contractor shall furnish USAID a warranty bond or bank guarantee acceptable to USAID in the amount of 5% of the final construction cost to assure that guarantee work required during the designated defect liability period or warranty period will be performed by the Contractor as specified.

Three hard copies of each Deliverable (unless specified otherwise) along with three electronic copies shall be sent to the USAID COR according to the delivery schedule specified for each report below.

Preparation and submission of deliverables to USAID are the responsibility of the Contractor. The Contractor may be requested on an ad-hoc basis by the COR to submit a Dari version of some reports to the GIROA counterpart ministry. Furthermore, the Contractor shall distribute deliverables to counterparts and others only after the USAID review and comment.

{End of Section F}

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in the requirements of this task order and notwithstanding any provisions contained elsewhere in this task order, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the contract terms and conditions, including price.

G.2 TECHNICAL DIRECTION

The Contracting Officer's Representative (COR) shall provide technical oversight to the Contractor. The Contracting Officer shall issue a letter appointing the COR for the task order and provide a copy of the designation letter to the contractor.

G.3 ACCEPTANCE AND APPROVAL

In order to receive payment, all deliverables must be accepted and approved by the COR.

G.4 PAYING OFFICE

The paying office for this contract is:
Office of Financial Management
USAID, Afghanistan
6180 Kabul Place
Dulles, VA 20189-6180
Email: kabulaidevouchers@usaid.gov

G.5 ACCOUNTING AND APPROPRIATION DATA:

Requisition No.: REQ-306-12-000028
Amount Obligated; [REDACTED]
Treasury Account Symbol: 72-1037
Fund code: ES/2009/2010
Program Area: A12
Program element: A055
CO Reference:: 306-SOAG-306-05-0007.00-2
CO Accounting Line#: 24
SOC: 4100100

The funds obligated hereunder is anticipated to be sufficient through November 30, 2012.

G.6 PAYMENT METHOD

The Contractor may make payment requests using Standard Form (SF) 1034, Public Voucher for Purchases and Services other than Personal. Copies of SF 1034 may be obtained from the USAID web site at: <http://www.usaid.gov/forms/>. Payment will be made by USAID/Afghanistan, Office of Financial Management at the address provided above. The Contractor shall provide Bank information on SF 1034 in order to receive payments.

{END OF SECTION G}

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is "935".

H.2 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the performance of the Task Order.

H.3 REPORTING OF FOREIGN TAXES (July 2007)

(a) The contractor must annually submit a report by April 16 of the next year.

(b) Contents of Report. The report must contain:

- (1) Contractor name.
- (2) Contact name with phone, fax and email.
- (3) Contract number(s).
- (4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
- (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Losotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
- (6) Any reimbursements received by the contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
- (7) Report is required even if the contractor did not pay any taxes during the report period.
- (8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

- (1) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
- (2) "Commodity" means any material, article, supply, goods, or equipment.
- (3) "Foreign government" includes any foreign governmental entity.
- (4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to:

Administrative Contracting Officer
Office of Acquisition & Assistance
USAID/Afghanistan

(e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts and other subagreements.

(f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

(End of Provision)

H.4 VETTING

The Contractor shall comply with the Implementing Partner Notice no. OAA-IP-2011-04 which incorporates Mission Order No. 201 entitled, "National Security Screening (Non-US Party Vetting)" set forth as "Attachment J-3".

H.5 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (ADS 206)

USAID reserves the right to terminate this contract, to demand a refund or take other appropriate measures if the Contractor has been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

H.6 ENVIRONMENTAL CONSIDERATIONS

Activities under this contract may result in some environmental impact. Therefore, the following conditions are required:

1. No activity falling under this requirement will be implemented unless an Environmental Threshold Decision, as defined in 22 CFR 216.3(a)(2), has been reached for that activity and documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the appropriate Bureau Environmental Office (BEO). If the potential impacts are significant, resulting in a Positive Determination, an activity specific scoping exercise and preparation of an EA, consistent with 22 CFR 216.3, will be undertaken.

2. To assure the employment of best available practices and there by minimize any environmental effects, the Contractor shall, at the direction of the COR, as a separate and identifiable activity, prepare and provide to national and local government entities, one or more White Papers appropriate to the activity on mitigating adverse environmental effects in electrification/distribution, telecommunications, water and sanitation, and/or roads and transport system expansion, including best practices in facility planning, siting, installation and construction.

3. As appropriate for the specific activity, the Contractor shall advise the national government(s) of any environmental laws that may be applicable to the program, and provide any education, training or technical assistance required to assist the government(s) in achieving

such compliance after securing approval of the COR. Fulfilling this requirement includes creating capacity to comply with potential donor and investor environmental impact assessment requirements as well as host country environmental impact assessment laws, regulations and procedures.

5. As required by ADS 204.5.4, the COR will actively monitor ongoing activities for compliance with approved IEE recommendations, and modify or end activities that are not in compliance.

H.7 DATABASE REPORTING REQUIREMENTS

USAID/Afghanistan uses a management information system to track program and project information for all mission-funded activities. The purpose of this database is to track the location of project implementation, document the use of funds, and monitor development projects, while maintaining coordination between USAID/Afghanistan, USAID/Washington, Congress, implementing partners, the Government of Afghanistan, and other donors. This reporting process supports the Government of Afghanistan's requirement that USAID provide information to the Ministry of Finance in order to track ongoing and completed donor-sponsored development activities.

The Contractor shall provide at least a quarterly update of information on the activities under the Contract and task orders by entering this information into the USAID/Afghanistan management information system. The Contractor shall enter information via an Internet website or a Microsoft (MS) Access Database; USAID will provide the URL address or Access Database, and a user ID/password. A comprehensive user manual will be provided after that details information on the required information and processes needed for managing the information in USAID\Afghanistan information system.

H.8 GENDER REPORTING

The Contractor shall report data on female beneficiaries and measurable impacts of activities intended to address the needs of women and girls.

H.9 FACILITIES USED FOR RELIGIOUS ACTIVITIES

Unless otherwise authorized in writing by the Contracting Officer, Contractor shall not use Contract funds for any work related to facilities of any type where the intended use of such a facility is for inherently religious activities. In cases where work addressed by this provision is authorized by the Contracting Officer, such authorization will be limited and explicit.

H.10 STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID CONSTRUCTION CONTRACTS (July 2007)

(a) One of the objectives of the USAID Disability Policy is to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities. As part of this policy USAID has established standards for any new or renovation construction project funded

by USAID to allow access by people with disabilities (PWDs). The full text of the policy paper can be found at the following website: http://www.usaid.gov/about_usaid/disability/.

(b) USAID requires the contractor to comply with standards of accessibility for people with disabilities in all structures, buildings or facilities resulting from new or renovation construction or alterations of an existing structure.

(c) The contractor will comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there is no host country or regional standards for universal access or where the host country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA must be used.

(d) New Construction. All new construction will comply with the above standards for accessibility.

(e) Alterations. Changes to an existing structure that affect, or could affect, the usability of the structure will comply with the above standards for accessibility unless the contractor obtains the Contracting Officer's advance approval that compliance is technically infeasible or constitutes an undue burden or both. Compliance is technically infeasible where structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements of the standard. Compliance is an undue burden where it entails either a significant difficulty or expense or both.

(f) Exceptions. The following construction related activities are excepted from the requirements of paragraphs (a) through (d) above:

(1) Normal maintenance, re-roofing, painting or wallpapering, or changes to mechanical or electrical systems are not alterations and the above standards do not apply unless they affect the accessibility of the building or facility; and (2) emergency construction (which may entail the provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures, or provision of temporary structures) intended to be temporary in nature. A portion of emergency construction assistance may be provided to people with disabilities as part of the process of identifying disaster- and crisis-affected people as "most vulnerable."

(End of Provision)

H.11 PROHIBITION AGAINST DISCRIMINATION (OCT 2011)

USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual

orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of harassment, either sexual or nonsexual, of any employee or applicant for employment. Contractors are required to comply with the nondiscrimination requirements of the FAR and in addition, the Agency strongly encourages all its contractors (at all tiers) to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection on these expanded bases.

(End of Provision)

H.12 SPECIAL AFGHANISTAN CLAUSE DEPARTMENT OF DEFENSE (DOD) COMMON ACCESS CARD (CAC) (SEP 2007)

DoD requires that background investigations be performed as a pre-requisite to the issuance of CACs to U.S. citizen and U.S. Legal Permanent Resident employees and consultants of contractors/recipients working in Afghanistan.

Accordingly, all USAID/Afghanistan contractors/recipients requesting issuance of CACs must agree to be subjected to the investigation specified by the USG and have the results of the investigation of favorably adjudicated by the USG prior to issuance of a CAC. USAID Contractors/recipients sponsored for CACs who voluntarily wish to participate must therefore complete and submit to the USG the following documentation: one copy of Standard Form 85, Security Questionnaire (completed electronically through the U.S. Office of Personnel Management's secure web-based portal); two sets of fingerprints via FD 258; and a Release of Information Authorization provided by the USG security office performing the investigation.

(Note: Designation of the cognizant USG investigation office and any specific instructions for completing and routing of the completed security package will be provided by the cognizant USG investigating office to the contractor/recipient immediately following CAC sponsorship).

The employee subject to the background investigation acknowledges that if a favorable adjudication of the results of the investigation conducted cannot be concluded, a CAC will not be issued, and any CAC issued to that employee will be rescinded and returned, as directed by competent DoD or USAID authorities. At the conclusion of the award performance period or termination of employment, whichever occurs first, all contractor/recipient employees issued CACs must return them to the designated USAID/ANE representative, unless directed otherwise by the Contracting/Agreement Officer. In the event of inconsistencies between this clause and later issued Agency or Government-wide CAC guidance or other Afghanistan related security policies, the most recently issued guidance or policies will take precedence, unless otherwise instructed by the Contracting/Agreement Officer. The contractor/recipient is required to include this clause in any subawards that require a subcontractor/subrecipient's employee(s) to obtain a CAC.

(End of Provision)

H.13 SUB-AWARD REQUIREMENTS (MARCH 2012)

(a) Applicability: This section limits the number of tiers of sub-awards to two tiers below the awardee for all Contracts and Cooperative Agreements. The awardee must not allow lower-tier sub-awards without the express written approval of the Contracting/Agreement Officer.

(b) Definitions: The term "award" in this clause refers to either the direct contract between USAID and the prime contractor or a direct Cooperative Agreement between USAID and the recipient. A "first-tier sub-award" is a direct award between the awardee and a sub-awardee (the "first-tier sub-awardee"). A "second-tier sub-award" is a direct award between the first-tier sub-awardee and its sub-awardee (the "second-tier sub-awardee").

(c) USAID's objective is to promote, to the extent practicable, competitive, transparent and appropriate local sub-awards with legitimate and competent sub-awardees. Awardee will ensure that all sub-awardees at any tier are actively engaged in the performance of sub-awarded work. Awardee will ensure that sub-awardees do not engage in "brokering" or "flipping" their sub-awards under this award and that all sub-awardees at any tier self perform appropriate portions of the work. "Brokering" or "flipping" is the practice of a sub-awardee receiving a sub-award and either selling such sub-award or not performing a significant percentage of the work with the sub-awardee's own organization.

(d) Should exceptional circumstances warrant sub-awards below two tiers, the Awardee will promptly request approval in writing from the Contracting/Agreement Officer, which for contracts may be done in conjunction with a request under FAR 44, provided that the additional information set forth in paragraph (e) below is also provided.

(e) Awardee's written request for approval to allow sub-awardees below the second tier will include the following information:

- (i) Sub-award number and title (or a general description of the sub-award work) of the existing sub-award;
- (ii) Detailed explanation regarding why the work to be performed by the lower-tier sub-awardee cannot be performed by the prime or the two levels of sub-awardees.
- (iii) The total value of the work and total value of the work to be self-performed by the existing sub-awardee;

(f) Provisions for specific contract types:

- (i) As required by section I. 3 of this Task Order, the Contractor will perform with its own organization, at least 30% percent of the work required under the contract.

(g) For purposes of calculating tiers, the following will not be considered a tier:

- (i) subsidiaries of the awardee;
- (ii) members of a joint-venture, provided the joint venture is either the awardee or otherwise a "tier" hereunder;
- (iii) employment awards for a single individual, provided that such individual issues no further sub- awards;

- (iv) suppliers/service providers for component parts for a sub-award issued for finished commodities purchased on the market. Only the sub-awardee supplying the finished commodity shall be considered a "tier" for purposes of this clause/provision;
- (v) suppliers of administrative or professional services incidental to the completion of the award nor their sub-awardees, such as legal or financial services, provided such suppliers or their sub-awardees do not perform substantive work related to the scope of work hereunder.

(h) With exception provided in paragraph D above for sub-awards. The awardee will include this clause in all sub-awards, and will require sub-awardees to include this clause in all lower-tier sub-awards. The awardee will be responsible for compliance with this clause/provision by all sub-awardees and lower-tier sub-awardees.

(End of Clause/Provision)

{END OF SECTION H}

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE CONTAINED IN THE VERTICAL STRUCTURES IQC.

I.2 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (SEP 2005)

Notwithstanding any other payment terms in this contract, the Government shall make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a) (2) (i) through (a) (2) (xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government shall take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a) (1) (i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office shall pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a) (3) (i) through (a) (3) (iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government shall compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government shall base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or

services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office shall pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government shall calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.

(6) Additional interest penalty.

(i) The designated payment office shall pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a) (6) (ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government shall not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand shall annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flow down. A clause requiring each subcontractor to--

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c) (1) and (c) (2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to

the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer Notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e) (1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefore must be recovered from the Government because of a reduction under paragraph (e) (5) (i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e) (1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c) (1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e) (5) (i) of this clause.

(f) Third-party deficiency reports--

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with the Miller Act (40 U.S.C. 3133), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f) (1) (i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f) (1) (ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost- reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

I.3 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 30% percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

I.4 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (Feb 1997) ALTERNATE II (APR 1984)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of the Contracting Officer is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings

submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, shall be retained by the Contracting Officer and one set shall be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish sets of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

I.5 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of one (1) year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1) year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced shall run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government or for the repair of any damage that result from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

{END OF SECTION I}

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NO.	TITLE	PAGES
J - 1	Biographical Data Sheets (AID 1420)	1
J - 2	Public Voucher for Purchases/Services (SF 1034)	1
J - 3	Vetting (USAID Mission Order on National Security Screening {Non-US Party Vetting})	24
J - 4	Bill of Quantities	
J - 5	Complete Package of 100% Design of Sardar Kabuli Girls High School Site Utilities and Improvements Design, Drawings and Specifications	570
J - 6	SF-25 Performance Bond	1

{End of Section J}

ATTACHMENT J-1



OMB Control No. 0412-0520; Expiration Date: 10/31/2010

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET							
1. Name (Last, First, Middle)				2. Contractor's Name			
3. Employee's Address (include ZIP code)				4. Contract Number		5. Position Under Contract	
				6. Proposed Salary		7. Duration of Assignment	
8. Telephone Number (include area code)		9. Place of Birth		10. Citizenship (If non-U.S. citizen, give visa status)			
11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment							
12. EDUCATION (include all college or university degrees)				13. LANGUAGE PROFICIENCY (see Instruction on Page 2)			
NAME AND LOCATION OF INSTITUTION		MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading
						2/S	2/R
						2/S	2/R
						2/S	2/R
14. EMPLOYMENT HISTORY							
1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment.							
2. Salary definition – basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, commissions, consultant fees, extra or overtime work payments, overseas differential or quarters, cost of living or dependent education allowances.							
POSITION TITLE		EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #		Dates of Employment (M/D/Y)		Annual Salary	
				From To		Dollars	
15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)							
SERVICES PERFORMED		EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #		Dates of Employment (M/D/Y)		Days at Rate	Daily Rate In Dollars
				From To			
16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.							
Signature of Employee						Date	
17. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)							
Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.							
Signature of Contractor's Representative						Date	

INSTRUCTION

Indicate your language proficiency in block 13 using the following numeric Interagency Language Roundtable levels (Foreign Service Institute Levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. "S" indicates speaking ability and "R" indicates reading ability. For more in-depth description of the levels refer to USAID Handbook 28 or superseding policy directive.

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements.

R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects within familiar contexts.

3. General professional proficiency

S Able to speak the language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations on practical, social, and professional topics.

R Able to read within a normal range of speed and with almost complete comprehension of a variety of authentic prose material on unfamiliar subjects.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels normally pertinent to professional needs.

R Able to read fluently and accurately all styles and forms of the language pertinent to professional needs.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker and reflects the cultural standards of a country where the language is natively spoken.

R Reading proficiency is functionally equivalent to that of the well-educated native reader.

PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances, the educational information provides an indication of qualifications, the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development
Office of Acquisition and Assistance
Policy Division (M/OAA/P)
Washington, DC 20523-7100;

and

Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

ATTACHMENT J-2

Standard Form 1034 Revised October 1987 Department of the Treasury 1 FPM 4-2000 1034-122		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO.	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION				DATE VOUCHER PREPARED		SCHEDULE NO.	
				CONTRACT NUMBER AND DATE		PAID BY	
				REQUISITION NUMBER AND DATE			
PAYEE'S NAME AND ADDRESS						DATE INVOICE RECEIVED	
						DISCOUNT TERMS	
						PAYEE'S ACCOUNT NO.	
						GOVERNMENT B/L NO.	
SHIPPED FROM		TO		WEIGHT			
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract of Federal supply schedule, and other information deemed necessary)</i>		QUAN- TITY	UNIT PRICE		AMOUNT (1)
					COST	PER	
					\$		\$
(Use continuation sheet(s) if necessary)				(Payee must NOT use the space below)		TOTAL \$	
PAYMENT:		APPROVED FOR		EXCHANGE RATE	DIFFERENCES		
<input type="checkbox"/> PROVISIONAL		BY ²		= \$	= \$ 1.00		
<input type="checkbox"/> COMPLETE							
<input type="checkbox"/> PARTIAL							
<input type="checkbox"/> FINAL					Amount verified; correct for		\$
<input type="checkbox"/> PROGRESS		TITLE		(Signature or initials)			
<input type="checkbox"/> ADVANCE							
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.							
(Date)		(Authorizing Certifying Officer)			(Title)		
ACCOUNTING CLASSIFICATION							
PAID BY	CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER		ON (Name of bank)
	CASH		DATE		PAYEE		
						PER	
						TITLE	

Previous edition usable

PRIVACY ACT STATEMENT
The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

NSN 7540-00-634-4206

ATTACHMENT J-3

**MISSION ORDER 201.04
NATIONAL SECURITY SCREENING (VETTING IN AFGHANISTAN)**

**MISSION ORDER
USAID MISSION FOR AFGHANISTAN**

ADS Series 200 Programming Policy	Mission Order 201.04	Supplements Mission Order 201.03	Responsible Office RLA
References: Executive Order 13224 Title 18 US Code, Sections 287, 371, 1001, 1341, 1344, 2339A and 2339B AAPD 04-14 Mission Order 201.03		Subject: National Security Screening (Non-US Party Vetting)	Effective Date: On the date signed below

I. PURPOSE

The purpose of this Mission Order is to describe procedures to ensure that the Mission's programs do not provide, even inadvertently, support to Prohibited Parties (as defined herein). This Mission Order supplements Mission Order 201.03 (Terrorist Finance Risk Assessment, dated October 2009).

II. DEFINITIONS

As used in this Mission Order, including the Appendices.

"Award" means any contract, grant, guarantee, cooperative agreement, or any other instrument that acts as any of the same awarded by USAID. Unless the context otherwise requires, an Award includes Sub-awards, as defined below.

"Awardee" means any individual or organization that receives an Award. Unless the context otherwise requires, an Awardee includes Sub-awardees, as defined below.

"CO" or **"AO"** means the Contract or the Agreement Officer, as applicable.

"COTR" or **"AOTR"** means the Contracting Officer's or the Agreement Officer's Technical Representative, who is responsible for day-to-day management of the project or activity in question.

"Information Form" means the form attached as Appendix B that initiates a vetting request.

"Joint Contingency Contracting System (JCCS)" means the database maintained by the CENTCOM Contracting Command that contains the joint contingency vendor vetting information and recommendations.

"Key Individuals" means the individuals defined in Appendix A.3 below. The definition of Key Individuals is not the same as "key personnel" under a contract, grant or cooperative agreement.

“Non-US Party” means (1) any non-US citizen or (2) any entity that is not formed in the United States or for which 50% or more of the equity is owned or controlled by persons who are not U.S. citizens or permanent legal residents of the United States.

“Prohibited Party” means an individual or entity for which there are reasonable grounds to believe that such individual or entity is or was engaged in criminal, terrorist, or intelligence activities that are inconsistent with the interests of U.S. national security or the integrity of USAID programs.

“Public International Organization” or “PIO” means international organizations designated by executive order as public international organizations entitled to enjoy the privileges, exemptions, and immunities conferred by the International Organizations Immunities Act.

“Sub-award” means any grant, subgrant, guarantee, subcontract, or any other instrument that acts as any of the same awarded by an Awardee pursuant to an Award.

“Sub-awardee” means any individual or organization that receives a Sub-award.

“VO” means the Vetting Support Official who heads the VSU and is a U.S. citizen.

“Vetting Threshold” means any Award or Sub-award exceeding \$150,000 as further defined in Appendix A.2.a.

“VSU” means the Vetting Support Unit of the USAID Mission.

III. AUTHORITIES AND REFERENCES

To protect national security interests and as the steward of USG funds, USAID must take reasonable and appropriate steps to ensure that neither USAID funds nor USAID-funded activities inadvertently or otherwise provide support to terrorist or criminal groups.

U.S. government agencies, as well as Congressional committees have paid increasing attention to the risks of U.S. contracting and reconstruction funds in Afghanistan being diverted to insurgent or criminal groups, with several Congressional committees having issued reports detailing their concerns. See, e.g., “Inquiry into the Role and Oversight of Private Security Contractors in Afghanistan Report, Together with Additional Views of the Committee on Armed Services U.S. Senate, September 28, 2010”. Additionally, GAO has undertaken a review to identify what efforts are underway to ensure that U.S. contracting funds or resources are not diverted to support terrorist or criminal groups.

With respect to terrorism, Executive Order 13224 (9/25/2001) blocks property and interests in property of individuals and entities that are designated as committing, or posing a significant risk of committing, terrorist acts. The Order prohibits all transactions and dealings in blocked property or interests in the U.S. or by U.S. persons. It also prohibits transactions with, and provision of support for, individuals or entities designated in or subject to the Order.

E.O. 13224 is just one of several statutes, regulations and Executive Orders pertaining to terrorism. Others include Title 18 USC Sections 2339A and 2339B, which prohibit the provision of material support or resources for terrorist acts or to designated foreign terrorist organizations.

USAID Afghanistan Mission Order #: 201.03 (Oct 2009) requires the Mission to complete terrorist financing risk assessments prior to the request for any program funds. It also introduces the concept of vetting.

With respect to criminal activity, a number of statutes exist that criminalize fraud against the government, including Title 18 USC 1001 (false statements), Title 18 USC 287 (false claims), Title 18 USC 371 (conspiracy to defraud the government), Title 18 USC 1341 (mail fraud), and Title 18 USC 1341 and 1343 (wire fraud).

The Department of Defense (DOD) has also established a vendor vetting program to ensure that DOD resources are not used to support terrorist, insurgent, criminal or militia groups.

The USAID Cable 11 KABUL 372 (01/22/2011) outlines the structure of, and need for, a Vetting Support Unit for the Mission in Kabul.

IV. ADDITIONAL BACKGROUND INFORMATION

In addition to the vetting procedures established by this Mission Order, several less formal means exist to limit support to Prohibited Parties. First, in order to ensure compliance with E.O. 13224 and related requirements, all Awardees are expected to conduct their own review of Non-US Parties competing for Sub-awards. Additionally, the CO or AO, as applicable, are required to check relevant lists including the special designated nationals list (SDN) and the excluded parties list (EPLS). Second, before an Award is made, the staff of USAID (in the case of a prime Award) or the staff of the prime Awardee (in the case of Sub-awards) must scrutinize various aspects of that Entity's operations as part of the standard due diligence and pre-award survey. Third, the personal knowledge of USAID staff is taken into account before any Award is made or a Sub-award is approved. Finally, knowing that Non-US Parties will be subject to such scrutiny discourages Prohibited Parties from applying for USAID-financed assistance in the first place.

V. PROCEDURES FOR VETTING

Appendix A details the procedures for vetting Non-US Parties. These procedures are subject to change. Check with the VSU for updates prior to implementing.

VI. ANTI-TERRORISM CERTIFICATION (ATC)

On September 24, 2004, USAID/Washington's Office of Acquisition and Assistance issued Acquisition & Assistance Policy Directive (AAPD) 04-14, "Certification Regarding Terrorists Financing Implementation E.O. 13224 (Revision 2)". The AAPD requires that all U.S. and non-U.S. organizations certify, before being awarded a grant or cooperative agreement by USAID,

that the organization does not provide material support or resources for terrorism. The text of the certification is shown as Appendix D.

The Anti-Terrorism Certification (ATC) requirement applies to the prime Awardees of grants and cooperative agreements and to the recipients of Grants Under Contracts (GUCs). The requirement for prime Awardees and Awardees of GUCs also includes assistance instruments in any form to the extent such instruments are used as obligating documents to provide assistance.

The ATC applies only to the non-governmental organizations that receive awards of cash or in-kind assistance. It does not apply to 1) individuals, 2) Public International Organizations (PIOs), 3) the host government (including sub-national units), 4) contractors, or 5) subcontractors. Note that because municipalities are not NGOs, they need not sign the ATC when they receive in-kind assistance (e.g. technical assistance, training, supplies, equipment, or construction services).

The Office of Acquisitions and Assistance (OAA) is responsible for obtaining ATCs before making awards to prime Awardees. USAID's Awardees are responsible for obtaining ATCs before making GUC to Sub-awardees, in accordance with this section.

VII. MANDATORY CLAUSES

To implement these vetting procedures, the clause shown in Appendix E is to be used for solicitations, and the clause shown in Appendix F, for all non-PIO Awards. For grants to PIOs, the clause shown in Appendix G is used to supplement the standard provision entitled "Terrorist Financing Clause (UN Grants) May 2003)" (See ADS 308, Mandatory References, Standard Provisions for Grants to Public International Organizations, Required as Applicable Standard Provisions.)

VIII. Afghanistan Counter-Terrorism Team

In order to address implementation and interagency issues, the Mission shall establish an Afghanistan Counter-Terrorism Team (ACTT), chaired by the Senior Deputy Mission Director (SDMD) with members drawn from the VSU, OAA, and the Regional Legal Office (RLO). As needed, representatives from program, field, and technical offices may also be assigned as members.

The ACTT will have the following duties:

1. Work to establish an inter-agency decision making body in Afghanistan, which will be responsible for making Award determinations in the event of negative information.
2. Establishing reporting metrics for the VSU;
3. Reporting to the Mission Director key issues regarding the vetting process;
4. Participating fully in the inter-agency vetting process;
5. Updating the contract clauses attached hereto, as necessary;
6. Drafting subsequent iterations of this Mission Order to incorporate the inter-agency decision making body, as well as best practices in the vetting process;

7. Assisting the VSU at all phases of implementation set forth in Phase-in Plan. See Appendix H;
8. Working with the VSU to modify as needed the criteria used to establish risk based indicators technical offices will use to submit potential Awardees to the VSU outside of the Vetting Threshold. See Appendix I; and
9. Identify issues and procedures for informing and coordinating with the Afghan Government, as necessary, on the implementation of this Mission Order.

XI. EFFECTIVE DATE

This Mission Order will go into effect on the date signed by the Mission Director below.

Mission Director: Earl Gast



Date

5/9/2011

IX. APPENDICIES

- A. Vetting Procedures
- B. Information Form
- C. Sample Notification Language
- D. Anti-Terrorism Certification
- E. Solicitations
- F. Mandatory Clauses for Awards
- G. Mandatory Clause (PIO Grants)
- H. Phase-in Plan
- I. Risk Based Vetting

Appendix A: Vetting Procedures

1. **Applicability:** Vetting is conducted by USAID in connection with its review and approval of proposed Awards and Sub-awards to Non-US Parties:

- a. **Contractors and subcontractors:** Any Non-US Parties proposed for award of a contract, subcontract, or any instrument acting as any of the same in excess of \$150,000. This includes USAID-awarded contracts, prime contractor-awarded subcontracts and contracts awarded by grantees and recipients of cooperative agreements. For the avoidance of doubt, this Mission Order applies to all Non-US Party Sub-awardees of private security company contracts/subcontracts regardless of award value.
- b. **Recipients of assistance instruments:** Any Non-US Parties proposed for award of a grant, cooperative agreement, subgrant, or any instrument acting as any of the same in excess of \$150,000. This includes USAID-awarded grants and cooperative agreements, prime contractor-awarded grants under contracts (GUCs) and subgrants under grants or cooperative agreements.
- c. **Other situations:** Even if vetting would not otherwise be required under these rules, vetting will be conducted whenever USAID has reason to believe that the Awardee or Sub-awardee could be a Prohibited Party. USAID will implement the risk based criteria outlined in Appendix I to further define applicability. USAID may also conduct vetting pursuant to any internal or external audits.

2. Further Rules on Applicability:

- a. **Vetting Threshold:** The \$150,000 threshold applies to all Awards, Sub-awards, and their amendments. If an amendment, modification, or additional order would increase the amount of an Award or Sub-award above \$150,000, vetting shall be required. Given the cost and burden of implementing a tracking system, the threshold is not cumulative for multiple awards. However, if the CO or the VSU becomes aware of the possibility of several awards being granted to the same Awardee, vetting should be requested. Additionally, all Awards to Non-U.S. Parties for private security services are subject to vetting regardless of the Award amount.
- b. **Government Officials:** Government officials, including parliamentarians and national, provincial, district and municipal officials, are subject to vetting to the same extent as other Non-US Parties.
- c. **PIOs:** Although public international organizations (PIOs) are not themselves subject to vetting, Non-US Parties to whom PIOs make Awards or otherwise provide assistance are subject to vetting by USAID in accordance with these rules.
- d. **Educational Institutions:** Vetting applies to colleges, universities and other educational institutions to the same extent as other types of organizations.

- e. **Branches:** If a branch is a potential Awardee, the parent organization must be vetted. If an organization has been previously vetted, whether subsequent vetting will be required for each of its branches that receives assistance will be decided by the Deputy Mission Director (DMD) on a case-by-case basis. This decision will depend largely on the extent to which the organization's headquarters oversees and controls the activities of the branches.
 - f. **Inter-Agency Transfers:** For Awards under interagency agreements pursuant to Section 632(a) or (b) of the Foreign Assistance Act, it will be incumbent upon the recipient agency to implement appropriate review procedures to ensure compliance with E.O. 13224 and related requirements.
3. **Vetting of "Key Individuals":** Whenever an entity that is a Non-US Party must be vetted, each of its "Key Individuals" who are not U.S. citizens or permanent legal residents must also be vetted. "Key individuals" means:
- a. Any large shareholder, which is defined as an individual or entity owning 10% or more equity stake in the organization, whether publicly- or privately-held;
 - b. Principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees);
 - c. The principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president);
 - d. The program manager or chief of party for the USAID-financed program; and
 - e. Any other person with significant responsibilities for administration of USAID-financed activities or resources (while a comprehensive list is not possible, this would include any person acting in a role substantially similar to those outlined in a-d. For Private Security Companies, this would include leadership roles down to the level of field commanders).

Note that the definition of "Key Individuals" differs from the definition of "Key Personnel" under a contract, grant or cooperative agreement.

4. **Obtaining Data Needed for Review:**

- a. As specified in the solicitation, Non-U.S. Parties will submit the Information Form to the VSU (Kabul_usaid_vsu@state.gov) at the same time they submit their proposal.
- b. Prime Awardees will be responsible for collecting, verifying and submitting the Information Form to the VSU (Kabul_usaid_vsu@state.gov) for each proposed Sub-award within the Vetting Threshold. The prime Awardee completes the Information Form and is considered the vetting requestor.

- c. All prospective Non-U.S. Awardees are required to register in the JCCS system, (http://www.jccs.gov/olvr/bta_olvr_registration_instructions.aspx) prior to competing for any USAID assistance.

5. Vetting Flow:

Step 1: Upon receipt, the VSU will review the Information Form for completeness and accuracy and will seek any additional information necessary.

Step 2: The VSU will request that USAID/SEC-Washington vet the proposed Awardee either by using the Information Form (IF) to enter the appropriate information in the USAID/SEC vetting database or by updating and resubmitting a previous IF.

Step 3: Upon receiving the request, USAID/SEC will search relevant databases for derogatory information.

1. If no derogatory information is found, USAID/SEC will send an eligibility recommendation to the VSU. The VSU will inform the cognizant CO/AO of the eligibility recommendation.
2. If derogatory information is found, USAID/SEC or the VO may request additional information about the Non-US Party in question - for example, an individual's occupation or address of residence, if not already provided. This information may enable USAID/SEC to determine if a "false positive" has occurred, or it may confirm that suspected affiliations truly exist. When additional identifying information is needed, the request will be made to more than one person whenever possible - for example, to all "Key Individuals" of a Non-US Party - to avoid disclosing which individual(s) triggered the request.
3. In cases where sufficient derogatory information exists, USAID/SEC will make a recommendation of ineligible. In other cases, where insufficient or unsubstantiated derogatory information exists, USAID/SEC will make a recommendation of eligible.
4. In all cases where derogatory information exists, the process proceeds to Step 4.

Step 4: When derogatory information exists, the VO will inform the SDMD of the eligible/ineligible recommendation and provide the SDMD all derogatory and mitigating information. In consultation with the VSU, RLO, and others as needed, including representatives from program, field, and technical offices, the SDMD will perform one of the following actions:

- (1) approve SEC's recommendation, thereby allowing the cognizant CO/AO to proceed to grant or deny the Award;

- (2) if there is a recommendation of eligible (despite derogatory information), overturn such recommendation, thereby preventing the cognizant CO/AO from proceeding to Award;
- (3) if there is a recommendation of eligible (despite derogatory information), and the SDMD is unable to make a determination, refer the matter to the Assistant Administrator (AA) for Office of Afghanistan/Pakistan Affairs (OAPA) if the Mission seeks a determination that the awardee is eligible for the specific award; or
- (4) if there is recommendation of ineligible, refer the matter to the AA for OAPA if the Mission believes that there is an acceptable risk and seeks a determination that the awardee is eligible for the specific award.

6. Notification of Final Decision:

- a. Once a final decision has been made, the VO will promptly send written notice of the decision to the AO or CO with respect to a request pursuant to Section 4(a) or to prime Awardee with respect to a request pursuant to Section 4(b) above. Notices to outside parties should conform to the language shown in Appendix C. A copy of the final decision will be retained in VSU's files.
- b. The VO will notify Management Bureau/Office of Acquisition and Assistance/Compliance and Oversight of Partner Performance M/OAA/COPP in Washington when a decision is made pursuant to Step 4 above that a Non-US Party is ineligible and will provide the Suspension and Debarment Official with any relevant information.

7. Duration of Approval:

- a. Once an Awardee has been deemed eligible and has received an Award, the approval generally will remain in effect for that particular Award for one year. However, new vetting will be required if there is any change in the Awardee's "Key Individuals." The Awardee is required to keep USAID apprised of changes in the "Key Individuals." USAID reserves the right to vet or re-vet any Non-U.S. Party awarded or competing for award at any time regardless of previous vetting date.
- b. Vetting approval may be rescinded if USAID obtains information indicating that the Awardee or any of its "Key Individuals" is found to be a Prohibited Party. When such information arises, the VO shall consult with the SDMD, the Regional Legal Advisor (RLA), SEC, the CO/AO, and the applicable technical office, to determine the appropriate course of action.
- c. Each Awardee must be vetted for each new Award that exceeds the Vetting Threshold, and at least annually for the duration of an Award.

8. **Records:** USAID/SEC will maintain a database showing all Non-US Parties that have been submitted for review and the status of each case. Due to the sensitivity of information in the database, it will be made available only to the ACTT and those with an official need-to-know, as determined by the VO or SDMD. VSU will store all its files in a secure area, and will update the USAID/SEC and JCCS databases with vetting decisions.

Appendix B: USAID Information Form

Part I: Information About Proposed Activities (all parts mandatory)		
1. Name of the proposed awardee of USAID contract or assistance (Firms must include a copy of applicable licenses to do business in Afghanistan)		
2. Type of proposed award or other assistance (check one): <input type="checkbox"/> Contract or Subcontract <input type="checkbox"/> Grant or Subgrant <input type="checkbox"/> Training <input type="checkbox"/> Equipment <input type="checkbox"/> Other		
3. US\$ amount and estimated start/end date of proposed award or assistance: Dollar amount: \$ Start: End:		
4. Purpose of proposed award or assistance:		
5. Organization proposed to receive award or other assistance:		
a. Name:		b. JCCS Registration #
c. Address:		
d. Telephone:	e. Fax:	f. Email:
g. Tribal affiliation or clan	h. Bank name and account	i. Bank electronic transfer information:
6. Information on Key Individuals associated with the organization named in 5 above, or, if no organization is listed, information on each individual to receive cash or in-kind assistance (including technical assistance). Use continuation sheets as necessary. ** = mandatory information.		
A. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
Part II: Contractor/Grantee/Recipient Certification:		
Potential Awardee certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor/Grantee/Recipient understands that the U.S. Government may rely on the accuracy of such information in processing this vetting request.		
Name:		Signature:
Title/Organization:		Date:
Part III: Submission details (to be completed by USG vetting official)		
Vetting request number		
Staff member who initiated request		
Project name		
Date submitted for screening		

USAID Information Form Continuation Sheet for Part I, Section 6: List of Individuals
(Use additional continuation sheets as necessary):

B. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:**		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
C. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:**		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
D. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
E. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		

INFORMATION FORM INSTRUCTIONS

Please provide information for key individuals of all organizations receiving funds from USAID, including grantees, sub-grantees, contractors, and vendors, who work in Afghanistan. Please do not provide information for United States citizens or permanent legal residents of the United States.

Part I

Question 1 – Self-explanatory

Question 2- Indicate the proposed type of mechanism to be utilized by placing a check mark on the line in front of the appropriate term

Question 3 – Enter the amount of award or assistance in U.S. dollars and indicate the start and end date of the program using a mm/dd/yyyy format

Question 4 – Indicate the purpose of the award or assistance. Use additional sheets and attach to page one of the vetting form if necessary

Question 5 a-i – Self-explanatory.

Attach a copy of the relevant Afghan business license.

Question 6 - "Key Individual" means (i) Any large shareholder: defined as owning 10% or more of an equity stake in the organization, whether publically or privately held; (ii) Principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees); (iii) The principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) The program manager or chief of party for the USAID-financed program; and (v) Any other person with significant responsibilities for administration of USAID financed activities or resources (while a comprehensive list is not possible, this would include any person acting in a role substantially similar to those outlined in (i)-(iv). For Private Security Companies, this would include leadership roles down to the level of field commanders). Complete for each of these four categories or indicate "N/A" if a category does not apply. Use additional pages as needed. Attach copies of photo ID for each "key individual".

Note: If a "Key Individual" is a U.S. Citizen or Permanent Residents no information is required.

Part II

Individual filling out form must read the Certification and print their name where indicated, sign where indicated, print their title and the name of their organization where indicated, and print the date where indicated.

Part III

This section is not for individual's information and will be completed by the USG vetting official.

Appendix C: Notional language for Eligibility Letters

[The language below is suggested for notices to prime award recipients about proposed sub-awards. Notices to prime awardees about themselves should be modified as appropriate.]

Notice of Eligibility

I am writing with regard to _____, which your organization has proposed to receive an award of USAID assistance. USAID has determined that _____ is eligible to receive such assistance. However, USAID reserves the right to rescind this approval in the event that USAID becomes aware of information indicating that the award is contrary to U.S. law or policy prohibiting support for terrorism or criminal activity. Furthermore, a new request for approval will be required annually or if your organization wishes to make a new award to _____.

This approval does not relieve your organization of its legal obligation to comply with U.S. Executive Orders and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

As required by the terms of your contract/agreement with USAID, please promptly notify me in the event of any change in the identity of _____'s "key individuals." I request that you also notify me if there is a material change in the program or operations of _____, or any development that might cause USAID to reconsider _____'s eligibility.

Notice of Ineligibility

I am writing with regard to _____, which your organization has proposed to receive USAID assistance. After careful consideration, USAID has determined that _____ is not eligible to receive assistance funded by USAID. We encourage you to identify another candidate to receive the proposed assistance.

Appendix D: ATC Certification

By signing and submitting this application, the prospective recipient provides the certification set out below:

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.
2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:
 - a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website: <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
 - b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
 - c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
 - d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
3. For purposes of this Certification.

a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."

b. "Terrorist act" means-

(i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site:

<http://untreaty.un.org/English/Terrorism.asp>); or

(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub-national groups or clandestine agents; or

(iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

e. The Recipient's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

Signed: _____

(Typed Name and Title) Date

(Name of Organization)

Appendix E: Solicitations

The following sections of Solicitations in Afghanistan will need to be amended:

Section A –Application and submission Information

Include a statement in the submission instructions

“The applicant must submit the attached Information Form to (Kabul usaid vsu@state.gov). Only high quality scanned versions will be accepted. Along with this form you must attach a copy of the relevant Afghan business licenses and copies of the photo identification of the Key Individuals as defined on the form. On emails, reference the specific Solicitation Number and your company name in the “Subject” line.”

Appendix F: Mandatory Clause for Contracts and Awards

I. 4-14.001 [the Contracting Officer shall modify as appropriate for assistance awards]

Information for Non-US contractors, subcontractors, and key individuals.

- (a) The contractor must complete and submit the “USAID Information Form” in appendix B, for:
- (i) Itself, if it is a non-U.S. entity;
 - (ii) Each subcontractor or subcontractor of a subcontractor, regardless of the tier, that is a non-U.S. entity; or
 - (iii) Each key individual that is a non-U.S. entity.

- (b) For purposes of this clause, the following definitions apply:

“Non-U.S. entity” means (1) any non-US citizen or non-permanent legal resident of the United States; or (2) any entity that is not formed in the United States or for which 50% or more of the equity is owned or controlled by persons who are not U.S. citizens or permanent legal residents of the United States.

“Key individuals” means (i) an individual or entity owning 10% or more equity stake in the organization, whether publically- or privately-held; (ii) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees); (iii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) the program manager or chief of party for the USAID-financed program; and (v) any other person with significant responsibilities for administration of USAID financed activities or resources.

- (c) The requirements of paragraph (a) of this clause must be completed at prior to the Government's acceptance of the contract and following that, at the earlier of:
- (i) Once a year; or
 - (ii) When there is a change or addition to any entity or person identified in paragraph (a).

- (d) USAID reserves the right to rescind approval for a sub-award in the event that USAID subsequently becomes aware of information indicating that the sub-award is contrary to U.S. law or policy prohibiting support for terrorism, or facilitating criminal activity. In such cases, USAID's Contracting Officer will provide written instructions to the recipient to terminate the sub-award.

(End of provision)

II. 4-14.002 [Assistance Awards shall use the ATC as set forth in Appendix D]

Certification Regarding Provision of Support to Persons Engaged in Terrorism

- (a) By entering into this contract, the contractor certifies, to the best of its knowledge and belief that:

1. The Contractor, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.
2. The following steps may enable the Contractor to comply with its obligations under paragraph 1:
 - a. Before providing any material support or resources to an individual or entity, the Contractor will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website : <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Contractor.
 - b. Before providing any material support or resources to an individual or entity, the Contractor also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Contractor should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
 - c. Before providing any material support or resources to an individual or entity, the Contractor will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
 - d. The Contractor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
3. For purposes of this Certification.
 - a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."
 - b. "Terrorist act" means-
 - (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
 - (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
 - (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a

population, or to compel a government or an international organization to do or to abstain from doing any act.

- c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.
- d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Contractor has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- e. The Contractor's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Contractor that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Contractor has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

(b) By entering into this contract, the Offeror acknowledges that it has a continuing obligation and shall notify the Contracting Officer within 72 hours in writing if it has intentionally or unintentionally taken any actions that have the result and effect of being inconsistent with the certification in subsection (a) of this clause.

(c) The certification in paragraph (a) of this provision and the requirement to update the contracting officer as to a change in status as set forth in paragraph (b) are material representations upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, or did not notify the contracting officer in writing of a change in such certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

III. Restrictions on certain foreign purchases (june 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at

<http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

[In addition to the clauses set forth above, the following clause shall be included in any contract, grant or cooperative agreement awarded by USAID (i.e. USAID prime awards only)]

(d) Before awarding any grant or similar instrument, the Contractor/Recipient shall obtain from the proposed sub-awardee the certification required under USAID's Acquisition and Assistance Policy Determination 04-14 (AAPD 04-14), "Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2)

See Appendix D

[END OF PROVISION]

Appendix G: Mandatory Clause for PIOs

[This provision is applicable to grants to the United Nations or UN agencies and other PIOs. It supplements the standard provision entitled "Terrorist Financing Clause (UN Grants) (May 2003)."]

(a) USAID reserves the right to review, and either approve or reject, sub-awards in excess of \$150,000 if proposed under this agreement for: (i) any contract or subcontract with a non-U.S. organization or individual; or (ii) any grant or subgrant to a non-U.S. organization or individual. No approval (or failure to disapprove) by USAID shall relieve the contractor/recipient of its legal obligation to comply with applicable Executive Orders and laws. Contractor's notification and request for approval to sub-award shall include the Information Form for the proposed sub-awardee and a table depicting the work to be performed and the total value of the work to be performed by the sub-Contractor/Recipient and all tiers of sub-Contractor/Recipients. The Information Form will be submitted to (Kabul_usaid_vsu@state.gov). Only high quality scanned versions will be accepted. Along with this form you must attach a copy of the relevant Afghan business license and copies of the photo identification of the Key Individuals as defined on the form. On emails reference the specific Solicitation Number and your company name in the "Subject" line."

(b) USAID reserves the right to rescind approval for a sub-award in the event that USAID subsequently becomes aware of information indicating that the sub-award is contrary to U.S. law or policy prohibiting support for terrorism, or facilitating criminal activity. In such cases, USAID's Agreement Officer will provide written instructions to the recipient to terminate the sub-award.

(c) USAID reserves the right to terminate this contract/agreement if USAID determines that the recipient has failed to comply with any of the requirements of this provision.

(d) The Grantee agrees to promptly notify USAID's Activity Officer's Technical Representative (AOTR) in the event of any change in the identity of "key individuals" of any recipient of a sub-award described in paragraph (a). For purposes of this requirement, "key individuals" means (i) an individual or entity owning 10% or more equity stake in the organization, whether publically- or privately-held; (ii) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees); (iii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) the program manager or chief of party for the USAID-financed program; and (v) any other person with significant responsibilities for administration of USAID financed activities or resources (while a comprehensive list is not possible, this would include any person acting in a role substantially similar to those outlined in (i)-(iv). For Private Security Companies, this would include leadership roles down to the level of field commanders). Note that this definition differs from the definition of "key personnel" under contracts and cooperative agreements.

(e) This provision, including this paragraph (e), shall be included in all contracts, subcontracts, grants and subgrants issued under this agreement.

[In addition to the clauses set forth above, the following clause shall be included only in the PIO grant awarded by USAID]

(f) Before awarding any grant or similar instrument, the recipient shall obtain from the proposed sub-awardee the certification required under USAID's Acquisition and Assistance Policy Determination 04-14 (AAPD 04-14), "Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2)

Appendix H: Phase-In Plan

Phase I:

Private Security Companies (PSC): In order to avoid redundant submissions, determine which implementing partners (IP) will submit forms for each of the PSCs. Send implementation letter requiring vetting of current PSC by USAID IPs. This will include sending the information form to the IPs for each PSC and vetting. It is expected that this process will take 2-4 weeks.

Phase II:

New Solicitations: Include in all new Solicitations the requirement to vet non-U.S. Parties. It is expected that this process will take 2-4 weeks and may be partially completed in parallel with Phase I.

Phase III:

Existing Awards: Starting with our largest and most risky Awards (as determined using the criteria set forth in Appendix I), send implementation letters to the IP and negotiate modifications to fully implement the process for new Sub-awards. This process is expected to take 8-12 weeks.

Phase IV:

Existing Sub-awards: As needed vet existing Sub-awardees. In cooperation with our IPs, USAID/IG, and our USFOR-A partners react to current risks in the field. Vet Sub-awardees based on the risk to U.S. funds (as determined using the criteria set forth in Appendix I). This will be done on an as needed bases.

Appendix I: Risk-Based Vetting

The Vetting Threshold sets the minimum threshold to screen potential Awardees. In designing programs, technical or program offices may submit potential Awardees for vetting when the Award is below the Vetting Threshold. Considerations for vetting below the Vetting Threshold, include but are not limited to the following:

Security contracts (mandatory),

Geographic location of project,

Political significance of project,

Type of activity being implemented (e.g., certain activities such as security or construction carry a higher risk of encountering a Prohibited Party), and

Other information known formally or informally by the USG regarding potential Awardees or the risk to the project.

ATTACHMENT J-4

**BILL OF QUANTITIES
SARDAR SITE UTILITIES AND SITE IMPROVEMENTS**

Summary of Bill of Quantities for Works

Bill No.	Description	Price
1	Preliminary and General	\$
2	Miscellaneous Cast-In-Place Concrete	\$
3	Sanitary Treatment Systems and Drain Piping	\$
4	Water Piping, Wells, and Water Storage Tank	\$
5	Power Supply	\$
6	Miscellaneous Site Items	\$
	Sub-total	\$

NOTE: Items shown include transportation, excavation, shoring, dewatering and installation.

Bill No. 1 Preliminary and General

Item No.	Sheet No.	Description	Unit	Qty.	Unit Price	Price
1.01		Contractor's Mobilization. Compensation in full for the cost of establishing plant, equipment, materials and personnel on site to the satisfaction of the Engineer for the Contract.	LS	1	\$	
1.02		Contractor's Demobilization. Compensation in full for the cost of removing plant, equipment, facilities and personnel from the site, including restoration of the area to a satisfactory condition as approved by the Engineer for the Contract.	LS	1	\$	
1.03	C-03	1.03 C-03 Site Demolition per Dwg C-03.	LS	1	\$	
1.04	C-20 - C-23	Site Clearing/ Rough Grading	LS	1	\$	
1.05	C-20 - C-23	Site Fill and Fine Grading	CM		\$	
1.06	C-20 - C-23	Site Drainage Piping, 150 mm diameter corrugated HDPE pipe. These pipes interconnect drainage basins. The inlet and outlet ends of the drain pipe are to have a cemented stone cover per detail on Dwg C-35.	LM		\$	
1.07	C-20 , C-21, C-34	Drainage piping for roof drains on east side of school. 150 mm Sch 40 PVC pipe, from existing downspout pit to concrete drainage trench. Includes connecting to the downspout pit and the drainage trench.	Ea.		\$	
1.08	C-20 , C-21, C-35	Drainage piping for roof drains on all other sides of the school (including the drain on the north end of the school). 150 mm corrugated HDPE. Includes connecting to the existing downspout pit or existing PVC pipe stub out from the downspout pit. Includes the cemented stone cover over the pipe outlet (See Detail 1, Dwg C-35)	Ea.		\$	
1.09	C-23	250mm SDR 17, HDPE pipe, connecting drainage trench to the drainage basine, including excavation, piping and backfill	LS	1	\$	
1.10	C-23	Install drainage basin including excavation, shaping, and gravel filter,	LS	1	\$	
		Total				

NOTE: Items shown include transportation, excavation, shoring, dewatering and installation.

Bill No. 2 Miscellaneous Cast-In-Place Concrete

Item No.	Sheet No.	Description	Unit	Qty.	Unit Price	Price
2.01	C-10 - C-13 and C-30, C-31	150mm Depth Reinforced Concrete Sidewalk/Walkway/Assembly Area/Bike Parking Area. Work includes base material and compaction, contraction joints. Construction joints are required only as necessary due to Contractor's pouring schedule.	SM		\$	
2.01A	C-10, C-11 and C-34, C-35	150mm Depth Reinforced Concrete Sidewalk on the east side of school, between the concrete drainage trench and the school building. Works include base material, compaction, and contraction joints. Work also includes integrating the sidewalk with the concrete drainage trench.	SM		\$	
2.01B	C-10, C-30, C-31	150 mm depth reinforced concrete sidewalk on the north side of school (1.5 m width x 16.5 m long).	SM		\$	
2.01C	C-10, C-11 and C-34, C-35	Concrete drainage trench on east side of school, including the area adjacent to, and supporting the edge of the porch. The drainage trench is to have steel grating cover.	LS	1	\$	
2.01D	C-34, C-21	Install concrete drainage trench on the south side of school including all excavation, concrete work grating and all relevant accessories and work as per drawing	LS	1	\$	
2.01E	C-20, C-36	Concrete porch on east side of school. Includes the porch slab, the steps, and handrail, as shown on Dwg C-36	LS	1	\$	
2.02	C-10 - C-13 & C-30, C-31	150mm Depth Reinforced Concrete Driveway/Parking Area. Works include base material and compaction, control joints. Construction joints are required only as necessary due to Contractor's pouring schedule. Drawing C-31 shows the revised joint design for the driveway/pavement areas.	SM		\$	
2.03	U-93	Reinforced Concrete Spill Pad for Water Tank - 1M x 1M x .4M	LS	1	\$	
2.04	C-10 - C-13 & C-30	150 x 150mm Reinforced Concrete Curb. Includes drain pipes through curb where shown. Curbing around assembly area is replaced with curbing detail on sheet C-30, see item 2.04.01 below	M		\$	
2.04.01	C-30, C-23	Install concrete curbs around assembly area and on the south side of parking lot, as shown on C-30, C23 including material, installation and all relevant work and accessories	M		\$	
2.05	E-10	2.36 x 1.55 x 0.20 m Reinforced Concrete Pad for Transformer.	LS	1	\$	
2.06	C-12, C-30	Provide assembly area with ceramic pavers including 100 mm compacted aggregate base course and all relevant accessories and work as detailed on drawing C-12 and C-30	SM		\$	
		Total				

NOTE: Items shown include transportation, excavation, shoring, dewatering and installation.

Bill No. 3 Sanitary Treatment Systems and Drain Piping

Item No.	Sheet No.	Description	Unit	Qty.	Unit Price	Price
3.01	U-10 - U-11	80 mm Diameter SDR 17 HDPE Pipe sewer service connections including fittings, installed in trench with compacted backfill. Includes the PVC/HDPE transition flanges per detail on Dwg. U-20.	M		\$	
3.02	U-10 - U-13	110 mm Diameter SDR 17 HDPE sewer service connections including fittings, installed in trench with compacted backfill. Includes the PVC/HDPE transition flanges per detail on Dwg. U-20.	M		\$	
3.02A	U-10 & U-13	80 mm and 110 mm diameter SDR 17 HDPE sewer connections on east side of the school. Includes all piping and fittings to connect to the 160 mm sewer main as shown in the Detail on Dwg U-23. Includes the cleanout and aluminum access cover in the sidewalk above each cleanout.	Ea.		\$	
3.03	U-10 - U-13	160 mm Diameter smooth wall SDR 17 HDPE Pipe for sewer installed in trench with compacted backfill, depth of 1-2 meters to pipe inv elev.	M		\$	
3.04	U-11 & U-13	160 mm Diameter smooth wall SDR 17 HDPE Pipe for sewer installed in trench with compacted backfill, trench depth greater than 2 meters to pipe inv elev.	M		\$	
3.05	U-10 - U-13 & U-22	Reinforced Concrete Sewer Manhole with Frame, Grate, Ladder Rungs, and all appurtenances. 1-2 meters from top of lid to floor of MH.	Ea.		\$	
3.06	U-10 - U-13 & U-22	Reinforced Concrete Sewer Manhole with Frame, Grate, Ladder Rungs, and all appurtenances. Greater than 2 meters from top of lid to floor of MH.	Ea.		\$	
3.07	U-94, U-95, U-96, U-97	Install Reinforced concrete Septic tank, including all material, work, labor and relevant accessories as per drawing and specs.	LS	1	\$	
3.08	U-98, U-99	Install leach field, including distribution boxes, pipes geotextile fab, infiltration base and all accessories as detailed and indicated per drawings	LS	1	\$	
		Total				

NOTE: Items shown include transportation, excavation, shoring, dewatering and installation.

Bill No. 4 Water Piping, Wells, and Water Storage Tank

Item No.	Sheet No.	Description	Unit	Qty.	Unit Price	Price
4.01	U-90 - U-93	65 m ³ Potable Water Tank including internal overflow pipe, pipingconnections, level switches, roof hatch, ladders, and pipe supports integrated into the tank structure.	LS	1	\$	
4.02	U-90 - U-93	Water piping (steel or ductile iron) to serve the water tank. Includespipe supports at base of tower, gate, valves, heat tracing, and connections to water tank.	LS	1	\$	
4.03	U-30 - U31	Well construction including drilling, surface seal casing, casing, intake screen, filter pack, and well testing.	LS	1	\$	
4.04	U-30 - U31	Well Pump and controls, discharge piping, valving, and appurtenances, including heat tracing in well enclosure.	LS	1	\$	
4.05	A-10, S-08	Well Pump security enclosure, including metal cover plate and access hatch.	LS	1	\$	
4.06	U-40	Chlorine Disinfection System including dilution water supply line and the chlorine solution feed line. The chlorination system includes an HDPE hypochlorite powder dissolving tank, and an HDPE chlorine solution tank with a metering pump for injecting the chlorine solution into the discharge line of the well.	Ea.		\$	
4.07	A-02 - A-10, S-3 - S7	Well Pump house--all structural and architectural work (excluding louvers), including the sidewalk and stairs.	LS	1	\$	
4.08	E-30	Well Pump house-- all electrical and instrumentation work (excluding that provided under the well pump specifications) as shown on Dwg E-30.	LS	1	\$	
4.09	M-01	Well Pump house-- Mechanical equipment (heaters, fans) and louvers as shown on Dwg M-01	LS	1	\$	
4.10	U-10, U-11 & U-21	Water Service Connections per detail on Dwg U-21, including gate valve, valve box, and connecting to existing stub-out.	Ea.		\$	
4.10A	U-10, U-11 & U-23	Water Service Connections on the east side of the school, per detail on Dwg U-23. Includes connection to water main piping, transition fitting HDPE/galv steel, gate valve, valve box, and connection to existing stub-out.	Ea.		\$	
4.10B	U-12 & U-20	Water service connection to the existing guardhouse in northwest corner of school property, per detail on Dwg U-20	Ea.		\$	
4.11	U-10 - U-13	50mm Diameter SDR 17 HDPE Water Main including fittings, installed in trench with compacted backfill.	M		\$	
4.12	U-10 - U-13	100mm Diameter SDR 17 HDPE Water Main including fittings, installed in trench with compacted backfill.	M		\$	
4.13	U-10 - U-13	160mm Diameter SDR 17 HDPE Water Main including fittings, installed in trench with compacted backfill.	M		\$	
4.14	U-10 - U-13	Buried Gate valves w/valve box and 1x1m square concrete pad.	Ea.		\$	
4.15	S-10	Elevated Water Tank: Foundation including excavation, concrete and reinforcement steel.	LS	1	\$	
4.16	S-12 - S-17	Elevated Water Tank: Structural Steel Tower, including structural steel, shipping, and construction.	Kg		\$	
		Total				

NOTE: Items shown include transportation, excavation, shoring, dewatering and installation.

Bill No. 5 Power Supply

Item No.	Sheet No.	Description	Unit	Qty.	Unit Price	Price
5.01	E-02, E-20.1, E-20.2	Concrete electrical hand holes, see drawing E20.2.	Ea.	1	\$	
5.02	E-02, E-03, E-10 and E-20	Electrical Ductbank trenches, including all raceway and conductors between the secondary unit substation and the service disconnects and panels as indicated in the electrical drawings.	LS	1	\$	
5.02A	E-02, E-20	Ductbank concrete encasement on the east side of the school per the detail on Dwg E-20.	M	1	\$	
5.03	U-90, U-91	Electrical conduit and wiring to serve the heat tracing systems on the water lines on the water tower, as well as the level control switches in the water tank.	LS	1	\$	
5.04	E-03, E-30	Manual Transfer Switch (30-Amp)	Ea.	1	\$	
5.05		Off-site electrical materials for connection with Estiqlal Hospital power station. Installation to be performed by DABS. Materials include copper cable (1x70mm2 or 1x95mm2 CU, 20-24KV, XLPE), cable termination kit, thermal joint material for KTP compartment, insulated copper wire (4x2.5mm2), fine sand, and 6" dia. zinc pipe with bushings/joints.	LS	1	\$	
		Total				

NOTE: Items shown include transportation, excavation, shoring, dewatering and installation.

Bill No. 6

Miscellaneous Site Items

Item No.	Sheet No.	Description	Unit	Qty.	Unit Price	Price
6.01	C-12, C-13 C-32, C-33	Chain Link Security Fence including all related appurtenances as shown on Sheets C-12 to C-13, C-32, C-33.	M		\$	
6.02	C-12, C-13 C-32, C-33	Chain Link Security Fence Single Swing Gate as shown on Sheet C-12 to C-13. Gate posts and gate frame are lighter weight per the sheets C-32 and C-33 to make this material locally available.	Ea.		\$	
6.03	C-12, C-13	Parking Space Pavement marking-100mm Painted Yellow Strip as shown on Sheets C-12, C-13	M		\$	
6.04	C-12 & C-30 C-02, C-03, C-11, C-21	3 x 0.96 m square tube steel fabricated bicycle rack as shown on Sheet C-30.	LS	1	\$	
6.05	U-01, U-11	" Contingency Gate" East Perimeter Wall.	LS	1	\$	
6.06	None	Commemorative Marble Plaques (two)	LS	1	\$	
6.07	None	Allowance for Landscaping Actives	LS	1	\$	
		Total				

NOTE: Items shown include transportation, excavation, shoring, dewatering and installation.

ATTACHMENT J-5

**Complete Package of 100% Design of Sardar Kabuli Girls High School and Site
Utilities and Improvements Design, Drawings and Specifications**

ATTACHMENT J-6

SF- 25 PERFORMANCE BOND

PERFORMANCE BOND (See instructions on reverse)	DATE BOND EXECUTED (Must be same or later than date of contract)	OMB No.: 9000-0045 Expires: 11/30/2012
----------------------------------------------------------	------------------------------------------------------------------	-------------------------------------------

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION
SURETY(IES) (Name(s) and business address(es))	PENAL SUM OF BOND MILLION(S) THOUSANDS HUNDRED(S) CENTS CONTRACT DATE CONTRACT NO.

OBLIGATION

We, the Principal and Surety (ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action against any or all of us, for all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS

The Principal has entered into the contract identified above.

THEREFORE

The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contracts is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL						
SIGNATURE(S)	1. (Seal)	2. (Seal)	3. (Seal)	Corporate Seal		
NAME(S) & TITLE(S) (Typed)	1.	2.	3.			
INDIVIDUAL SURETY(IES)						
SIGNATURE(S)	1. (Seal)		2. (Seal)			
NAME(S) (Typed)	1.		2.			
CORPORATE SURETY(IES)						
SURETY A	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.		2.		
	NAME(S) & TITLE(S) (Typed)	1.		2.		

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., and attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the department of the Treasury's list of approved sureties and must act within the limitation therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

5. Type the name and title of each person signing this bond in the space provided.
4. Corporation executing the bond shall affix their corporate seals. Individual shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- (b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

INSTRUCTIONS

BOND PREMIUM		RATE PER THOUSAND (\$)		TOTAL (\$)	
CORPORATE SURETY(IES) (Continued)					
SURETY B		NAME & ADDRESS		STATE OF INC.	
1.		2.		2.	
3.		4.		5.	
SURETY C		NAME & ADDRESS		STATE OF INC.	
1.		2.		2.	
3.		4.		5.	
SURETY D		NAME & ADDRESS		STATE OF INC.	
1.		2.		2.	
3.		4.		5.	
SURETY E		NAME & ADDRESS		STATE OF INC.	
1.		2.		2.	
3.		4.		5.	
SURETY F		NAME & ADDRESS		STATE OF INC.	
1.		2.		2.	
3.		4.		5.	
SURETY G		NAME & ADDRESS		STATE OF INC.	
1.		2.		2.	
3.		4.		5.	
Corporate Seal		Corporate Seal		Corporate Seal	